

On Being a Teacher:

Reflections on K-12 and College-University Teaching

Wayne Eastman

I've taught business law and business ethics to graduate students and undergraduates at Rutgers Business School for a little over twenty years, and I've served as a member of the South Orange-Maplewood Board of Education since 2006. My wife has been a high school English teacher for over ten years.

This piece draws on my experiences and what I've learned from my wife and other people. My aim is suggest ways in which those of us in elementary and secondary education and those of us in colleges and universities can fruitfully learn from one another.

I'll start with three ways in which I think teachers in tertiary education can learn from teachers in primary and secondary education, and then turn to three ways in which I think teachers in the K-12 system can learn from teachers in our college and university system.

First: The K-12 system does well in inculcating in teachers a basic sense of responsibility for how well one's students learn. We in colleges and universities could learn from that.

If we are going to get college graduation rates in the U.S. to the top in the world again internationally, I believe that professors will have to embrace our identity as teachers more than we have traditionally done. I, no less than my wife teaching British literature to her students, need to see myself as a teacher serving my students, not simply as an academic writing articles for other academics.

Second: Compared to the college-university system, the K-12 system has done well in creating structures under which tenured faculty are evaluated and are expected to be devoted to self-evaluation and self-improvement.

My wife submits annual personal improvement plans, is regularly observed by her department supervisor, and under the recently- passed Teach NJ law is subject to real accountability demands, given that she must have satisfactory evaluations or face removal for ineffectiveness. As a tenured university faculty member, I am not subject to comparable structures of accountability. I believe that I should be.

Third: In K-12 education, elected local school boards like the one I serve on do a reasonably good job overall in my judgment in making difficult but necessary tradeoffs between educational need and taxpayer burden. By comparison, the state and federal funders of higher education and parents and students have been much less successful in standing up for economy in spending.

The U.S. is in the upper-middle part of the pack among wealthy nations in the proportion of our national wealth we spend on K-12 education. In higher education spending, on the other hand, we are an outlier at the top end. Much as we who earn our livings in colleges and universities may be wary at the possibility of change, college and university faculty and administrators, along with taxpayers, students, and parents, should all be open to learning from the more economy-oriented governance systems of K-12 education.

Now, the other side of the coin.

First: The college-graduate school system does a very good job overall at involving faculty in governance. It would be a very good thing if primary and secondary education could learn from tertiary education in that regard.

At Rutgers Business School, I and other faculty members play a central role in determining the curriculum and in running programs. It would be desirable in my view if the same were the case in New Jersey K-12 school districts.

There are interesting and tricky issues over whether a major faculty governance role in a K-12 system would go along with typical administrative structures and with typical union contracts as they now exist in New Jersey. But whatever the answer to that and other questions, I believe that enhancing the governance responsibilities and the professional status of elementary school and secondary school teachers is an important and valuable project. In pursuing those key goals, much can be learned from colleges and universities.

Second: American higher education does very well in valuing exceptional intellectual effort and skill in its faculty. We in American K-12 education can learn from that.

Before she became a high school teacher, my wife published an article on teaching philosophy to children. We should aspire to a culture of elementary and secondary education that is structured so as to recognize and value that kind of activity on the part of some teachers.

I believe there are major opportunities for elementary and secondary education in hiring and promoting teachers who are committed to various forms of scholarship alongside their teaching. Such teachers would for the most part not be Ph.D.'s oriented toward writing highly specialized articles for journal publication. Rather, they would be intellectually skilled and hard-working people without Ph.D.'s, as well as Ph.D.'s whose skills are not oriented toward specialized academic journals. Even though such faculty would not likely be a large proportion of all secondary and elementary school teachers, having them become an important and valued part of the K-12 teacher workforce over time is a worthwhile and achievable goal.

Third: The college-graduate school system has done a good job at recognizing the value of a variety of different kinds of teachers and of letting them benefit students without a complex, bureaucratic process of certification. Relatedly, it has done a good job at recognizing the value

of a very wide array of fields, including practical ones like those that predominate in business education and in many community college and graduate school programs. In K-12 education, we can benefit from a spirit of respect for the contributions that can be made by different kinds of faculty, and relatedly from a spirit of respect for “heart”/people skills and “hands”/technical skills as well as “brain”/verbal-analytical skills.

In my department of Supply Chain Management and Marketing, I work closely with instructors and part-time lecturers whose close connections to business are critical in getting our undergraduates and MBA students jobs. Primary and secondary schools could benefit from the example of higher education to move toward a more varied group of faculty than we have now, including part-timers with jobs in business and other sectors. Such a diverse faculty could help move the K-12 system away from an obsolete factory model toward a more flexible model that respects the reality that our students need to be prepared for jobs in which people skills and often technical skills, not simply verbal-analytical skills, are highly important.

As a Rutgers faculty member, a South Orange-Maplewood school board member, and the spouse of a public school teacher, I am very proud of both the college-university sector and the K-12 public education sector in New Jersey.

At the same time, I believe that both sectors can benefit from reforms. But for those reforms to work, they cannot simply be the brainchild of outsiders to education. We in the inside are the key to successful reform.

When people outside education tell us that we in education need to emulate the private sector, it leads too readily to a polarized, politicized debate in which teachers become defensive and close ranks against change.

By comparison, I’m optimistic about the prospects for teachers in the college-university sector and in the K-12 sector drawing on positive features of the other sector as a basis for reforming our own sector.

I believe it’s important for those of us who teach in primary and secondary schools and those of us who teach in colleges and universities to see ourselves as part of a single unified profession.

If we who are college and university faculty look down on K-12 faculty as lower and as apart from us, shame on us. If we who are K-12 faculty disdain college and university faculty as airy snobs who are alien to us, our bad.

Whether in relation to the specific areas discussed here or in other areas, teachers in K-12 education and in college-graduate school education have a great deal to offer one another.

Let’s get together. Let’s start talking to each other and listening to each other. Let’s start seeing ourselves as part of a single great team and a single great profession.

The positions expressed in this piece are personal. They are not positions of my employer, Rutgers Business School-Newark and New Brunswick, or of the South Orange-Maplewood Board of Education on which I serve.

MEMORANDUM

TO: Brian Osborne

FROM: Philip Stern

RE: Legal Implications Arising from Mr. Eastman's "On Being a Teacher: Reflections on K-12 and College-University Teaching"

DATE: February 10, 2014

The purpose of this memorandum is to attach legal references to some suggestions made by Mr. Wayne Eastman regarding integrating higher education practices into the K-12 context.

On September 10, 2013, Policy and Monitoring Committee Member, Mr. Wayne Eastman, drafted a discussion paper for the committee entitled, "On Being a Teacher: Reflections on K-12 and College-University Teaching." Mr. Eastman's purpose in drafting the paper was to "...suggest ways in which those of us in elementary and secondary education and those of us in colleges and universities can fruitfully learn from one another." Specifically, Mr. Eastman enumerated conventions in the K-12 context from which higher education would benefit:

- "...the K-12 system does well in inculcating in teachers a basic sense of responsibility for how well one's students learn."
- "...the K-12 system has done well in creating structures under which tenured faculty are evaluated and are expected to be devoted to self-evaluation and self-improvement."
- "In K-12 education, elected local school boards...do a reasonably good job overall in my judgment in making difficult but necessary tradeoffs between educational need and taxpayer burden."

Similarly, Mr. Eastman suggested in his paper three higher education practices that could

inure to the benefit of K-12 educational institutions. Some of Mr. Eastman's suggested practices may require legal changes that would be necessary to effectuate his ideas.

"The college-graduate school system does a very good job overall at involving faculty in governance."

Implicit in Mr. Eastman's observation above is the existence of a legal boundary between those aspects K-12 life which may be collectively bargained, and those aspects of K-12 life that are reserved exclusively to the board's management prerogatives. If faculty is to become more involved in the governance function of a K-12 school district, then some of those laws enumerating the boundaries need modification.

For example, the Public Employment Relations Act and cases decided pursuant to that law have yielded a list of subjects that are exclusively reserved for management, and are therefore, non-negotiable. A list of subjects that are mandatorily negotiable, non-negotiable and illegal subjects of negotiations is attached to this Memorandum for your reference.¹

Certain subjects on the list that have been adjudicated or legislatively determined to be non-negotiable are potential roadblocks to sharing governance between boards, administrations, and faculty. The following non-exhaustive list of non-negotiable subjects provides some illustrative examples:

- Policy to monitor attendance
- Determination of qualifications
- Budget formulation
- Curriculum
- Identity of Insurance Carrier
- Application of Evaluation Criteria
- Selection and use of Instructional Materials, Textbooks and Equipment
- Qualifications for Employment
- Student Safety Issues
- Student Behavior/Discipline Issues

¹ The attached list was compiled before the passage of TEACH NJ and Achieve NJ – recent laws and regulations that make inroads into shared governance models.

- Supervision of Employees

None of the examples listed above suggest that Mr. Eastman is advocating for any one of them to be modified in order to facilitate a more shared governance culture in K-12 education. Rather, the list – as well as the attachment – provides a sense of what may be considered for such modifications, and a discussion point for potential conversations with legislators.

Recent New Jersey legislation has already made some inroads into a more shared governance model for K-12 education. The recently-enacted educational reform law, “TEACH NJ”, includes a provision that allows the teacher’s unions to voluntarily participate in the evaluation process:

18A:6-120- School improvement panel

c. The panel shall conduct a mid-year evaluation of any employee in the position of teacher who is evaluated as ineffective or partially effective in his most recent annual summative evaluation, **provided that the teacher on the school improvement panel shall not be included in the mid-year evaluation process, except in those instances in which the majority representative has agreed to the contrary.**

N.J.S.A. 18A: 6-120(c) (emphasis added).

Thus, for the first time, non-supervisory teaching staff has been invited, by law, to participate in the teacher evaluation process. Anecdotally, we see little willingness on the part of NJEA locals to participate in this evaluation process, but the opportunity now exists for such shared governance.

Shared governance possibilities now exist in the health insurance arena, as well. Presently, the identity of a health insurance carrier is non-negotiable (see list, above, and attachment). With the passage of Chapter 78 (N.J.S.A. 18A:16-17.1- Contributions toward the cost of health care benefits coverage mandated; board authority to negotiate for additional health care benefits; impact upon collective bargaining agreements; date contributions to begin), all board employees are now required to pay certain percentages of the cost of health insurance premiums. As school district employee unions become more aware of the meaning and significance of Chapter 78, they are becoming increasingly interested in over-all insurance costs. This “skin in the game” aspect of health insurance is causing a marked change in discussions at

the bargaining table between school boards and their employees' unions that is suggestive of, at least, a *de facto* sharing of governance.

Perhaps as employee unions become more attuned to the serious issues affecting the sustainability of school districts, they will see the benefit of playing more of a partnering role in the labor/management relationship. As such, we may have the need to approach our elected officials with any eye towards modifying the rigidity of those laws that prevent more shared governance.

Mr. Eastman's second concept – "American higher education does very well in valuing exceptional intellectual effort and skill in its faculty" – represents more of a cultural, than a legal shift in K-12 school districts. We presently have the legal tools to reward scholarship, whether through the negotiations process, or by infusing scholarship and intellectual excellence into an evaluative rubric.

The third concept set forth in Mr. Eastman's paper is "The college-graduate school system has done a good job at recognizing the value of different kinds of teachers and letting them benefit students without a complex bureaucratic process of certification." This concept is potentially the most far-reaching in its scope for legal change in the K-12 educational context. Rather than requiring modification of existing law, this proposal necessitates new law, carving exceptions to the many certification and employment requirements set forth in relevant statute and administrative code.

A GUIDE TO NEGOTIABILITY

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
ABOLITION OR ELIMINATION OF POSITION <i>See Reduction in Force</i>		
ABSENTEEISM/ATTENDANCE/TARDINESS POLICIES Policy to monitor attendance	N	<i>Piscataway</i> , PERC No. 82-64, 8 <i>NJPER</i> 13039
Policy to verify that leave is taken for purpose stated in contract or set by statute <i>See also Leaves of Absence, Verification of</i>	N	<i>Barnegat</i> , PERC No. 84-123, 10 <i>NJPER</i> 15133
ACADEMIC FREEDOM	N	<i>New Milford</i> , PERC No. 81-36, 6 <i>NJPER</i> 11231, aff'd App. Div. (10/21/81)
ADVISORY COMMITTEES Provision allowing staff to offer non-binding advice on educational policy issues	M	<i>Dunellen</i> , 64 N.J. 17 (1973)
AGENCY SHOP/REPRESENTATION FEE	M	<i>Wayne</i> , PERC No. 81-106, 7 <i>NJPER</i> 12067
ARBITRATION (Note that N.J.S.A. 34:13A-29 mandates binding arbitration of school employees' grievances over reprimands and discipline as defined in N.J.S.A. 34:13A-22 <i>et seq.</i>) Binding or advisory, as final step of grievance procedure	M	<i>Hunterdon Central</i> , PERC No. 87-83, 13 <i>NJPER</i> 18036
Advisory arbitration for application of management prerogative to individual employees <i>See also specific topic</i>	M	<i>Bernards Twp.</i> , 79 N.J. 311 (1979)
ASSIGNMENTS Deployment of personnel	N	<i>Ridgefield Park</i> , 78 N.J. 144 (1978); <i>Asbury Park</i> , PERC No. 88-128, 14 <i>NJPER</i> 19164
Determination of qualifications	N	<i>Perth Amboy</i> , PERC No. 83-52, 8 <i>NJPER</i> 13301
To extracurricular duties involving students	M	<i>Ramapo-Indian Hills</i> , PERC No. 90-104, 16 <i>NJPER</i> 21129
To nonteaching student supervisory duties	N	<i>Long Branch</i> , 150 N.J. Super. 262 (App. Div. 1976) aff'd 73 N.J. 461 (1977); <i>Byram</i> , 152 N.J. Super. 12 (App. Div. 1977)
To after-school meetings and workshops not involving students	M	<i>Carteret</i> , PERC No. 80-30, 5 <i>NJPER</i> 10205, aff'd App. Div. Dkt. No. A-419-79 (Nov. 10, 1980)
Of regular teachers to class coverage (i.e., substitute coverage)	N	<i>Fairview</i> , PERC No. 80-32, 5 <i>NJPER</i> 10207
Procedures for transfers and reassignments	M	<i>Local 195</i> , 88 N.J. 393 (1982)
Compensation for, as severable issue from decision to assign <i>See also Compensation</i>	M	<i>Woodstown-Pilesgrove</i> , 81 N.J. 582 (1980)
Work load issues that are severable from board's ability to assign <i>See also Work Load</i>	M	<i>Buena Reg.</i> , PERC No. 86-3, 11 <i>NJPER</i> 16154
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
BUDGET FORMULATION	N	<i>Rutgers</i> , PERC No. 76-13, 2 <i>NJPER</i> 13
CALENDAR Academic or school calendar	N	<i>Burlington County College</i> , 64 <i>N.J.</i> 10 (1973); <i>Green Brook</i> , PERC No. 77-11, 2 <i>NJPER</i> 288
Decision to reschedule days (e.g., to make up snow days)	N	<i>Piscataway</i> , 307 <i>N.J. Super</i> 263(1998), cert den. 156 <i>N.J.</i> 385 (1998)
Impact of decision to reschedule days which does not interfere with board's ability to change calendar	M	<i>Piscataway</i> , 307 <i>N.J. Super</i> 263(1998), cert den. 156 <i>N.J.</i> 385 (1998)
Work year, length of <i>See also Holidays</i>	M	<i>Old Tappan</i> , PERC No. 80-74, 5 <i>NJPER</i> 10286
CLASS SIZE	N	<i>Wanaque</i> , PERC No. 80-152, 6 <i>NJPER</i> 11160; <i>Plainfield</i> , PERC No. 88-46, 13 <i>NJPER</i> 18324; <i>Old Bridge</i> , PERC No. 95-15, 20 <i>NJPER</i> 25175
Compensation for increased work load when two classes are merged into one	M	<i>Franklin Twp.</i> , PERC No. 2003-58, 29 <i>NJPER</i> 27 (appeal pending).
COMMITTEES <i>See Advisory Committees</i>		
COMPENSATION Salary, longevity, mileage reimbursement, overtime, for extra duties, etc.	M	<i>Hillside</i> , PERC No. 76-11, 1 <i>NJPER</i> 55
Severable from nonnegotiable managerial prerogatives (e.g., assignments, consolidation of positions, scheduling parent/teacher conferences) <i>See also Salary</i>	M	<i>Ramapo Indian Hills</i> , 176 <i>N.J. Super</i> 35 (App. Div. 1980); <i>Piscataway</i> , PERC No. 83-87, 9 <i>NJPER</i> 14037; <i>Manchester</i> , PERC No. 80-136, 6 <i>NJPER</i> 11119
CURRICULUM <i>See also Extracurricular Activities</i>	N	<i>Rockaway Twp.</i> , 120 <i>N.J. Super</i> 564 (Ch. Div. 1972)
DISCIPLINE Decision to discipline	N	<i>Willingboro</i> , PERC No. 85-74, 11 <i>NJPER</i> 16030
Just cause clause	M	<i>Delran</i> , PERC No. 87-155, 13 <i>NJPER</i> 18212; <i>Montclair</i> , PERC No. 92-62, 18 <i>NJPER</i> 23018
Just cause clause for evaluative withholdings	N	<i>Atlantic Highlands</i> , PERC No. 93-40, 19 <i>NJPER</i> 24005
Disciplinary review procedures		
Non-school employees may negotiate binding arbitration of disciplinary grievances in the absence of alternate statutory appeal mechanism.	M	<i>CWA v. PERC</i> , 193 <i>N.J. Super</i> 658 (App. Div. 1984), cert. den. 99 <i>N.J.</i> 169 (1984)
School employees' grievance procedure must provide binding arbitration of grievances concerning reprimands and discipline as defined in <i>N.J.S.A. 34:13A-22 et seq.</i>	N	
However, binding arbitration is not the legal forum to review:		
• termination of tenured employees	N	
• evaluative withholding of increments for teaching staff	N	<i>Bernards Twp.</i> , 79 <i>N.J.</i> 311 (1979); <i>N.J.S.A. 34:13A-27</i>
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
DISCIPLINE (<i>cont.</i>)		
• evaluative letters of reprimand for teaching staff	N	<i>Holland Twp.</i> , PERC No. 87-43, 12 NJPER 17316, aff'd App. Div. Dkt. No. A-2053-86T8 (10/23/87)
• nonrenewals of nontenured teachers	N	<i>Englewood</i> , PERC No. 92-78, 18 NJPER 23040; <i>Long Branch</i> , PERC No. 92-79, 18 NJPER 23041
• nonrenewals of nontenured secretaries <i>See also Withholding of Increments</i>	N	<i>Ridgefield Park</i> , PERC No. 98-55, 23 NJPER 28303
DRESS CODE Adoption and content of	N	<i>Egg Harbor Twp.</i> , PERC No. 86-84, 12 NJPER 17039; <i>Carlstadt</i> , 1980 S.L.D. 370 (State Bd. of Ed.) aff'd App. Div. 1982 S.L.D. 1448
DURATION OF AGREEMENT	M	<i>Dover</i> , PERC No. 76-34, 2 NJPER 188; <i>Mercer Voc.</i> , PERC No. 85-90, 11 NJPER 16063
EVALUATION Criteria, establishment of	N	<i>Teaneck</i> , 161 N.J. Super. 75 (App. Div. 1978)
Application of criteria	N	<i>Hazlet</i> , App. Div. Dkt. No. A-2875-78 (March 27, 1980)
Criteria which are used to determine merit increases (<i>this represents an exception to the general rule that criteria are nonnegotiable, because of the direct impact on employee compensation</i>)	M	<i>County of Essex</i> , PERC Nos. 86-149, 12 NJPER 17201, and 87-48, 12 NJPER 17321, aff'd App. Div. Dkt. Nos. A-5803-85T7 and A-1458-86T7 (June 30, 1987)
Procedures for teaching staff members which conflict with state rules and regulations or which interfere with evaluation process. For example:	N	<i>Bethlehem</i> , 91 N.J. 38 (1982)
• identity of and restrictions on who performs evaluation	N	<i>Bethlehem</i> , <i>supra.</i> ; <i>Tenafly</i> , PERC No. 83-51, 8 NJPER 13297
• a system for rating employees on evaluation reports	N	<i>Clinton Twp.</i> , PERC No. 85-30, 10 NJPER 15260; <i>Rutgers</i> , 256 N.J. Super. 104 (1992)
• content of final evaluation report and format of report which limits contents	N	<i>Union City</i> , PERC No. 84-79, 10 NJPER 15026
• advance notice of observation	N	<i>Keansburg</i> , PERC No. 85-55, 10 NJPER 15313
• notice of change in forms that is overly broad and can prevent implementation of educational policy	N	<i>Holmdel</i> , PERC No. 2000-43, 26 NJPER 31008
Procedures for teaching staff members which do not conflict with state rules and regulations and which do not interfere with evaluation process. For example:	M	<i>Bethlehem</i> , <i>supra.</i>
• notification of name of evaluator	M	<i>Brookdale Community College</i> , PERC No. 84-84, 10 NJPER 15058
• notification of evaluation criteria and change in	M	<i>State Troopers</i> , 179 N.J. Super. 80 (App. Div. 1981); <i>Manalapan-Englishtown</i> , PERC No. 87-49, 12 NJPER 17322
• number of evaluations above minimum set by state rules and regulations	M	<i>Brookdale Community College</i> , <i>supra.</i>
• prohibition on use of surveillance devices	M	<i>Fairview</i> , PERC No. 80-18, 5 NJPER 10193
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
EVALUATION (cont.) Procedures for teaching staff members that do not interfere with evaluation process: <ul style="list-style-type: none"> •notice of strengths and weaknesses •requirement to include data to support comments and listing of supervisory steps taken to assist teachers, if such information is available Procedures for non-teaching staff members <i>See also:</i> <i>Withholding of Increment</i> <i>Discipline</i> <i>Lesson Plans</i> <i>Personnel File</i>	M M M	<i>Burlington County College</i> , PERC No. 90-13, 15 <i>NJPER</i> 20213 <i>Englewood</i> , PERC No. 98-75, 24 <i>NJPER</i> 29014 <i>City of Newark</i> , PERC No. 90-95, 16 <i>NJPER</i> 21113
EXTRACURRICULAR ACTIVITIES Assignment to and retention in Non-retention in position eliminated due to reorganization Compensation for	M N M	<i>Holmdel</i> , PERC No. 91-62, 17 <i>NJPER</i> 22038 <i>Manchester</i> , PERC No. 94-22, 19 <i>NJPER</i> 24216 <i>Ramapo Indian Hills</i> , 176 <i>N.J. Super.</i> 35 (App. Div. 1980)
FACILITIES Relating to educational process Teachers' lounge Smoking in teachers' lounge Access to facilities by majority representative and minority representative (except during open window period)	N M N* M	<i>Byram</i> , 152 <i>N.J. Super.</i> 12 (App. Div. 1977); <i>Hoboken</i> , PERC No. 93-15, 19 <i>NJPER</i> 23200 <i>Byram, supra.</i> <i>Union County Regional</i> , PERC No. 76-17, 2 <i>NJPER</i> 50
FRINGE BENEFITS (including benefits for RIFed employees) <i>See specific headings, such as:</i> <i>Leaves of Absence</i> <i>Insurance</i> <i>Tuition Reimbursement</i> <i>Vacations</i> <i>Holidays</i> <i>Payment for Unused Sick and Personal Leave</i>	M	<i>Montville</i> , PERC No. 76-51, 2 <i>NJPER</i> 230
FULLY BARGAINED CLAUSE <i>See Zipper Clause</i>		
GRIEVANCE PROCEDURES	M	<i>West Windsor</i> , 78 <i>N.J.</i> 98 (1978)
HOLIDAYS Number of holidays for 12-month employees	M	<i>Black Horse Pike</i> , PERC No. 84-157, 10 <i>NJPER</i> 15200; <i>Roxbury</i> , PERC No. 84-83, 10 <i>NJPER</i> 15057
Establishment of holidays as part of school calendar	N	<i>Burlington County College</i> , 64 <i>N.J.</i> 10 (1973)
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
HOURS OF WORK Length of workday	M	<i>Woodstown-Pilesgrove</i> , 81 N.J. 582 (1980); <i>Galloway</i> , PERC No. 77-3, 2 NJPER 254, aff'd 157 N.J. Super. 74 (App. Div. 1978)
Starting and stopping times	M	<i>Verona</i> , PERC No. 86-91, 12 NJPER 17074
Starting and stopping times, changes for policy reasons	N	<i>Hoboken</i> , PERC No. 93-14, 19 NJPER 23199
INCREMENTS <i>See Withholding of Increments</i>		
INSTRUCTIONAL MATERIALS, TEXTBOOKS, AND EQUIPMENT Selection and use of	N	<i>Jersey City</i> , PERC No. 82-52, 7 NJPER 12308
INSURANCE Medical, dental, prescription drug, optical	M	<i>Rutgers</i> , PERC No. 83-136, 9 NJPER 14127; <i>Hillside</i> , PERC No. 78-59, 4 NJPER 4076
Disability income insurance	M	<i>Watchung Borough</i> , PERC No. 80-110, 6 NJPER 11059
Identity of insurance carrier (when level of benefits not affected)	N	<i>Hunterdon Central</i> , PERC No. 87-83, 13 NJPER 18036
Increase in 20 hours threshold of eligibility under the SHBP	M	<i>Frankford</i> , PERC No. 98-60, 23 NJPER 28304
For retiring employees <i>See Retirement</i>		
JOB DESCRIPTIONS	N	<i>West Deptford</i> , PERC No. 80-95, 6 NJPER 11030
JOB SECURITY For employees not covered by statutory tenure <i>See also</i> <i>Seniority</i> <i>Tenure</i>	M	<i>Wright v. East Orange</i> , 99 N.J. 112 (1985); <i>Evesham</i> , PERC No. 92-63, 18 NJPER 23019
JUST CAUSE <i>See Discipline</i>		
LEAVES OF ABSENCE Personal leave (number of days, criteria, reasons, procedures, approval, etc.)	M	<i>Cliffside Park</i> , PERC No. 77-2, 2 NJPER 252
Religious leave if not charged to general personal leave or vacation	N*	<i>Hunterdon Central</i> , 86 N.J. 43 (1981)
Sick leave days in excess of statutory minimum of 10	M	<i>Hillside</i> , PERC No. 76-11, 1 NJPER 55
Use of statutory sick leave for other reasons than stated in school law	N*	<i>Hackensack</i> , 184 N.J. Super. 31, cert. den. 91 N.J. 217 (1982)
Sick banks that conflict with school law	N*	<i>Plainfield</i> , PERC No. 88-46, 13 NJPER 18324; <i>Delaware Twp.</i> , PERC No. 87-50, 12 NJPER 17323
Sick banks that do not conflict with school law	M	<i>Winslow Township</i> , PERC No. 2000-95, 26 NJPER 31111
Blanket extended sick leave	N*	<i>Piscataway</i> , 152 N.J. Super. 235 (App. Div. 1977)
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
LEAVES OF ABSENCE (cont.)		
Verification of leave	N	<i>Piscataway</i> , PERC Nos. 82-64, 8 <i>NJPER</i> 13039 and 83-111, 9 <i>NJPER</i> 14072
• establishment of policy to verify that leave is taken for purpose stated in contract or law	N	<i>Barnegat</i> , PERC No. 84-123, 10 <i>NJPER</i> 15133
• binding arbitration to review application of leave verification policy	M	<i>Piscataway</i> , PERC Nos. 82-64, 8 <i>NJPER</i> 13039 and 83-111, 9 <i>NJPER</i> 14072
• payment for doctor's visit for securing verification	M	<i>City of Elizabeth</i> , PERC No. 84-75, 10 <i>NJPER</i> 15022
Pregnancy Disability/Maternity Leave (negotiated provisions must be consistent with sick leave statute and N.J. Law Against Discrimination)	M	<i>Ocean Twp.</i> , PERC No. 86-60, 11 <i>NJPER</i> 16250
Child Care Leaves (distinguished from pregnancy disability leaves; must not contradict the Federal Family and Medical Leave Act or the N.J. Family Leave Act)	M	<i>Ocean Twp.</i> , <i>supra</i> .
"Stacking" of statutory leave under the federal and state family/medical leave	M	<i>Lumberton</i> , App. Div. Dkt. No. A-1328-01T5, (October 8, 2002.)
Bereavement Leaves	M	<i>Newark</i> , PERC No. 85-26, 10 <i>NJPER</i> 15256
Sabbatical Leaves	M	<i>South Orange-Maplewood</i> , 146 N.J. Super. 457 (App. Div. 1977)
Military Leave (that does not contradict statutory provisions)	M	<i>Freehold Regional</i> , PERC No. 92-26, 17 <i>NJPER</i> 2206
LESSON PLANS		
Format and scheduling of submission	N	<i>West Amwell</i> , PERC No. 78-31, 4 <i>NJPER</i> 4012
As a criterion for evaluation	N	<i>Fairview</i> , PERC No. 81-19, 6 <i>NJPER</i> 11204
LUNCH PERIOD FOR STAFF		
Duty-free lunch	M	<i>Willingboro</i> , PERC No. 78-20, 3 <i>NJPER</i> 369
Permitting staff to leave building during lunch period (where student safety not affected)	M	<i>Freehold Regional</i> , PERC No. 81-58, 6 <i>NJPER</i> 11278, aff'd App. Div. (March 17, 1982)
Assignment of teachers to supervise students during teachers' duty-free lunch in exceptional circumstances	N	<i>Byram</i> , 152 N.J. Super. 12 (App. Div. 1977)
MAKE-UP DAYS		
<i>See Calendar</i>		
MANAGEMENT RIGHTS CLAUSE	M	<i>Town of Kearny</i> , PERC No. 82-12, 7 <i>NJPER</i> 12202
MERIT PAY		
<i>See Salary</i>		
NEGOTIATIONS		
Composition of bargaining team	N	<i>Matawan Regional</i> , PERC No. 80-153, 6 <i>NJPER</i> 11161
Authority of bargaining team	N	<i>Bergenfield</i> , PERC No. 90, 1 <i>NJPER</i> 44
Commencement date for negotiations (if different than date set by PERC rules)	M	
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
NONRENEWAL OF EMPLOYEES NOT ELIGIBLE FOR STATUTORY TENURE Arbitrability of decision to not renew, when negotiated contract provides contractual tenure or promise of continued employment	N	<i>Hanover</i> , PERC No. 99-7, 24 <i>NJPER</i> 29191, aff'd. App. Div., Dkt No. A-306-98T2. (9/13/99); <i>Wayne</i> , App. Div. Dkt No. A-2749-97T5 (3/31/99), cert. den., 3/31/99.
Arbitrability of decision to not renew, when negotiated contract <i>does not</i> provide contractual tenure or promise of continued employment	M	<i>Hanover</i> , PERC No. 99-7, 24 <i>NJPER</i> 29191, aff'd. App. Div., Dkt No. A-306-98T2. (9/13/99); <i>Wayne</i> , App. Div. Dkt No. A-2749-97T5 (3/31/99), cert. den., 3/31/99.
NONRENEWAL OF NONTENURED TEACHERS Decision to not renew	N	<i>Union County Regional</i> , 145 <i>N.J. Super.</i> 435 (App. Div. 1976), cert. den. 74 <i>N.J.</i> 248 (1977); <i>Englewood</i> , 150 <i>N.J. Super.</i> 265 (App. Div. 1977), cert. den. 75 <i>N.J.</i> 525, 1977; <i>Fair Lawn</i> , 174 <i>N.J. Super.</i> 554 (App. Div. 1980)
Binding arbitration of decision remains illegal after 1990 amendments	N	<i>Englewood</i> , PERC No. 92-78, 18 <i>NJPER</i> 23040; <i>Long Branch</i> , PERC No. 92-79, 18 <i>NJPER</i> 23041
Fair dismissal procedures which do not interfere with board's ability to dismiss	M	<i>Bridgewater-Raritan</i> , PERC No. 77-21, 3 <i>NJPER</i> 23; <i>Edison</i> , PERC No. 83-100, 9 <i>NJPER</i> 14055; <i>East Brunswick</i> , PERC No. 81-123, 7 <i>NJPER</i> 12109, aff'd in part, reversed in part, App. Div. (5/3/82)
NUMBER OF EMPLOYEES <i>See Staffing</i>		
PARENT-TEACHER CONFERENCES Decision to schedule and the number of conferences	N	<i>Parsippany Troy Hills</i> , PERC No. 77-27, 3 <i>NJPER</i> 17; <i>Freehold Regional</i> , PERC No. 84-119, 10 <i>NJPER</i> 15129
Number of evening conferences, changes in for policy reasons	N	<i>Berkeley Heights</i> , PERC No. 89-61, 15 <i>NJPER</i> 20008 and <i>Monroe</i> , PERC No. 93-9, 19 <i>NJPER</i> 23194
Compensation for increased parent-teacher conferences	M	<i>Piscataway</i> , PERC No. 83-87, 9 <i>NJPER</i> 14037
PARITY ARRANGEMENTS ("Me too" clauses) Based on outcome of prospective negotiations	N*	<i>Plainfield</i> , PERC No. 78-87, 4 <i>NJPER</i> 4130
Based on already negotiated contracts	M	<i>Westwood Regional</i> , PERC No. 90-31, 15 <i>NJPER</i> 20253
PAST PRACTICE CLAUSE ("Maintenance of Benefits" or "Savings" clause)	M	<i>Twp. of Hillside</i> , PERC No. 78-59, 4 <i>NJPER</i> 4070; <i>New Milford</i> , PERC No. 81-36, 6 <i>NJPER</i> 11231, aff'd App. Div. (10/21/81)
PAYMENT FOR UNUSED SICK LEAVE/PERSONAL LEAVE <i>See also Retirement</i>	M	<i>City of Somers Point</i> , PERC No. 77-48, 3 <i>NJPER</i> 99; <i>Union City</i> , PERC No. 84-79, 10 <i>NJPER</i> 15026
PENSIONS <i>See Retirement</i>		
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
PERSONNEL FILES Employee access to	M	<i>West Amwell</i> , PERC No. 78-31, 4 <i>NJPER</i> 4012
Procedures for placing material in	M	<i>Delaware Twp.</i> , PERC No. 87-50, 12 <i>NJPER</i> 17323; <i>Nutley</i> , PERC No. 86-86, 12 <i>NJPER</i> 17041
Limits on the number, type of, and contents of Letters of Reprimand <i>See Discipline</i>	N	<i>Fairview</i> , PERC No. 80-18, 5 <i>NJPER</i> 10193
POSTING PROCEDURES	M	<i>Jersey City</i> , PERC No. 82-110, 8 <i>NJPER</i> 13144; <i>Byram</i> , 152 <i>N.J. Super.</i> 12 (App. Div. 1977)
PREPARATION PERIODS Amount of prep time	M	<i>Newark</i> , PERC No. 79-38, 5 <i>NJPER</i> 10026
Allowing teachers to leave building during prep time where student safety not affected	M	<i>Freehold Regional</i> , PERC No. 81-58, 6 <i>NJPER</i> 11278, aff'd App. Div. (3/17/82)
Use of, to conduct union business	M	<i>Haddonfield</i> , PERC No. 80-53, 5 <i>NJPER</i> 10250
Release time for teachers when a special teacher is present	M	<i>Plainfield</i> , PERC No. 88-46, 13 <i>NJPER</i> 18324
PROCEDURES (which do not conflict with statute or interfere with an inherent managerial prerogative) <i>See specific topics:</i> Evaluation Procedures Promotion Procedures Posting Procedures Transfer Procedures Withholding of Increments Procedures	M	<i>Bethlehem</i> , 91 <i>N.J.</i> 38 (1982); <i>Local 195</i> , 88 <i>N.J.</i> 393 (1982)
PROMOTIONS Qualifications, criteria, methods of selection	N	<i>North Bergen Twp.</i> , 141 <i>N.J. Super.</i> 97 (App. Div. 1976); <i>Jersey City</i> , PERC No. 82-110, 8 <i>NJPER</i> 13144
Procedures (such as posting, advance notice of criteria, written notice of rejection, procedures for time, date and posting of exams for promotion)	M	<i>North Bergen, supra.</i> ; <i>State Troopers NCO Assn.</i> , 179 <i>N.J. Super.</i> 80 (App. Div. 1981)
Trial periods for qualified internal candidates before consideration of an outside applicant	M	<i>West Milford</i> , PERC No. 94-41, 19 <i>NJPER</i> 24271
QUALIFICATIONS For employment	N	<i>Byram</i> , 152 <i>N.J. Super.</i> 12 (App. Div. 1977)
For promotion	N	<i>North Bergen Twp.</i> , 141 <i>N.J. Super.</i> 97 (App. Div. 1976)
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
QUALIFICATIONS (cont.) For increment	N	<i>Greater Egg Harbor</i> , PERC No. 88-37, 13 <i>NJPER</i> 18312; <i>Bernards Twp.</i> , 79 <i>N.J.</i> 311 (1979)
REDUCTION IN FORCE (RIF) Decision to RIF	N	<i>Cinnaminson</i> , Dkt. No. A-2682-77 (App. Div. June 1, 1979), cert. den. 81 <i>N.J.</i> 341 (1979); <i>Englewood</i> , 150 <i>N.J. Super.</i> 265 (App. Div. 1977)
Impact of RIF on remaining employees when there is no substantial increase in work load	N	<i>Maywood</i> , 168 <i>N.J. Super.</i> 45, cert. den. 81 <i>N.J.</i> 292 (1979)
Compensation for remaining staff if there is substantial increase in work load	M	<i>Rahway</i> , PERC No. 88-29, 13 <i>NJPER</i> 18286
Procedures covered in statute and regulation (seniority, recall, and bumping rights for tenure-eligible RIFed employees)	N	<i>Keansburg</i> , PERC No. 85-55, 10 <i>NJPER</i> 15313
Notice procedures	M	<i>Old Bridge</i> , 193 <i>N.J. Super.</i> 182 (App. Div. 1984), aff'd 98 <i>N.J.</i> 523 (1985)
Procedures for layoff and recall of non-tenured non-certificated employees <i>See also:</i> <i>Seniority Provisions</i> <i>Work Year</i>	M	<i>Keansburg</i> , PERC No. 85-55, 10 <i>NJPER</i> 15313
REPRESENTATION At teacher conferences, evaluation conferences, or other meetings where discipline is expected	M	<i>Edison</i> , PERC No. 83-100, 9 <i>NJPER</i> 14055; <i>Atlantic Highlands</i> , PERC No. 93-40, 19 <i>NJPER</i> 24005
RETIREMENT Early retirement incentives	N*	<i>Fair Lawn</i> , 79 <i>N.J.</i> 574 (1979)
Health benefits for future retirees that do not conflict with statute or regulation	M	<i>Bradley Beach</i> , PERC No. 81-21, 6 <i>NJPER</i> 11196
Pensions	N	
RULES Proposed new rules or modification to existing rules governing working conditions	M	<i>Galloway</i> , 78 <i>N.J.</i> 25 (1978); <i>Ocean Twp. PBA</i> , PERC No. 81-133, 7 <i>NJPER</i> 12149
SAFETY Employee safety issues	M	<i>Maurice River</i> , PERC No. 87-91, 13 <i>NJPER</i> 18054
Student safety issues	N	<i>Byram</i> , 152 <i>N.J. Super.</i> 12 (App. Div. 1977)
SALARY Salaries, salary guides, and salary increases	M	
Initial placement on the salary guide	M	<i>Belleville</i> , 209 <i>N.J. Super.</i> 93 (App. Div. 1986)
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
SALARY (cont.)		
• Payment of increment to teaching staff members upon expiration of three-year contract	*N	<i>Neptune</i> , 144 N.J. 16 (1996)
• Payment of increment to all other employees upon expiration of any contract	M	<i>Neptune</i> , 144 N.J. 16 (1996)
Salary pay procedures (e.g., pay schedule, salary holdback, etc.)	M	<i>Ewing</i> , PERC No. 81-85, 7 NJPER 12035
Merit pay plans (amount and evaluation criteria to be utilized in determining merit payments) <i>See also Compensation</i>	M	<i>County of Essex</i> , PERC Nos. 86-149, 12 NJPER 17201, and 87-48, 12 NJPER 17321, aff'd App. Div. Dkt. Nos. A-5803-85T7 and A-1458-86T7 (June 30, 1987); <i>Manalapan-Englishtown</i> , PERC No. 87-49, 12 NJPER 17322
SENIORITY PROVISIONS		
For tenured certificated staff (concerning RIFs)	N	<i>South River</i> , PERC No. 79-35, 5 NJPER 10020; <i>Keansburg</i> , PERC No. 85-55, 10 NJPER 15313
For tenured custodians (concerning RIFs)	N	
For non-certificated staff other than tenured custodians (concerning RIFs)	M	<i>Lyndhurst</i> , PERC No. 87-111, 13 NJPER 18113 (aff'd App. Div. 5/25/88)
As a consideration in transfers, reassignments, and promotions <i>after all other factors are deemed equal by the board</i>	M	<i>Trenton</i> , PERC No. 85-62, 11 NJPER 16013
For purposes of scheduling overtime and vacations where no interference with board's ability to determine qualifications or staffing levels	M	<i>Hunterdon Central</i> , PERC No. 87-83, 13 NJPER 18036
SHIFTING UNIT WORK		
To employees outside bargaining unit (<i>distinguishable from nonnegotiable policy decision to subcontract</i>) <i>See also Subcontracting</i>	M	<i>Rutgers</i> , PERC No. 82-20, 7 NJPER 12224, aff'd App. Div. Dkt. No. A-468-81T1 (5/18/83)
STAFFING		
Number of employees	N	<i>Kingwood</i> , PERC No. 82-31, 7 NJPER 12262; <i>Rutgers</i> , PERC No. 76-13, 2 NJPER 13
Decision not to fill vacancy	N	<i>Maywood</i> , 168 N.J. Super. 45 (App. Div. 1979); <i>Newark</i> , PERC No. 83-85, 9 NJPER 14035
Hiring substitutes	N	<i>Elizabeth</i> , PERC No. 80-10, 5 NJPER 10164
Use of teacher aides <i>See also:</i> <i>Reduction in Force</i> <i>Assignment</i> <i>Qualifications</i>	N	<i>North Bergen</i> , PERC No. 82-109, 8 NJPER 13143; <i>Union City</i> , PERC No. 84-79, 10 NJPER 15026
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
STRIKES No strike/job action clause	M	<i>County of Essex</i> , PERC No. 83-82, 9 NJPER 14028
STUDENT-RELATED ISSUES Behavior/discipline	N	<i>Jersey City</i> , PERC No. 82-52, 7 NJPER 12308
Grading/testing	N	<i>Middlesex County College</i> , PERC No. 78-13, 4 NJPER 4023; <i>Union City</i> , PERC No. 84-79, 10 NJPER 15026
Safety	N	<i>Tenafly</i> , PERC No. 76-24, 2 NJPER 75
Grievance procedure	N	<i>Middlesex County College</i> , PERC No. 78-13, 4 NJPER 4023
Schedule	N	<i>Lincoln Park</i> , PERC No. 78-88, 4 NJPER 4131; <i>Old Bridge</i> , PERC No. 95-15, 20 NJPER 25175
Classroom time for students (distinguishable from teacher-pupil contact time)	N	<i>Middlesex County College</i> , PERC No. 78-13, 4 NJPER 4023; <i>Byram</i> , PERC No. 76-27, 2 NJPER 143, 152 N.J. Super. 12 (1977)
SUBCONTRACTING <i>See also Shifting Unit Work</i>		
Decision to subcontract	N	<i>Local 195</i> , 88 N.J. 393 (1982)
Discussion of economic subcontracting and notification to employees	M	<i>Old Bridge</i> , PERC No. 88-143, 14 NJPER 19194
Severance pay and recall rights	M	<i>Pennsville</i> , PERC No. 84-21, 9 NJPER 14246
Negotiated agreement as a bar to subcontracting	N	<i>Ridgewood</i> , PERC No. 93-81, 19 NJPER 24098, aff'd App. Div., April 4, 1994, cert. den. 137 N.J. 312 (1994)
Notice of intent to subcontract that is overly broad and can prevent response to fiscal emergency	N	<i>Holmdel</i> , PERC No. 2000-43, 26 NJPER 31008
SUPERVISION OF EMPLOYEES	N	<i>Borough of Butler</i> , PERC No. 89-87, 15 NJPER 20064
TEACHER AIDES <i>See Staffing</i>		
TEACHER-PUPIL CONTACT TIME <i>See Work Load</i>		
TEACHING PERIODS <i>See Work Load</i>		
TENURE For teaching staff members	N	<i>North Bergen</i> , PERC No. 82-29, 7 NJPER 12260
For secretaries	N	
For custodians not appointed to a fixed-term contract	N	<i>Wright v. East Orange</i> , 99 N.J. 112 (1985)
For custodians appointed to a fixed-term contract	M	<i>Wright, supra.</i>
For employees not covered by statutory tenure provisions	M	<i>Woodbridge</i> , PERC No. 77-51, 3 NJPER 149, aff'd 159 N.J. Super. 83 (App. Div. 1978)
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
TIME KEEPING PROCEDURES	N	<i>North Bergen</i> , PERC No. 92-5, 17 NJPER 22177
TRANSFERS (Note that <i>N.J.S.A. 34:13A-25 prohibits</i> transfers of school employees between work sites for disciplinary reasons) Decisions and criteria Procedures for transfers (such as notification and statement of reasons, prior consultation, etc.)	N M	<i>Ridgely Park</i> , 78 N.J. 144 (1978) <i>Local 195</i> , 88 N.J. 393 (1982)
TUITION REIMBURSEMENT	M	<i>Plainfield PBA</i> , PERC No. 76-42, 2 NJPER 168
UNION BUSINESS Release time for, or use of prep time for	M	<i>Haddonfield</i> , PERC No. 80-53, 5 NJPER 10250
VACATIONS Length of (<i>distinguished from nonnegotiable matter of academic calendar</i>)	M	<i>Cliffside Park</i> , PERC No. 77-2, 2 NJPER 252
WITHHOLDING OF INCREMENT <i>As per N.J.S.A. 34:13A-26, 27</i> Appeal mechanisms for teaching staff members <ul style="list-style-type: none"> • Increments withheld for predominantly evaluative reasons are submitted to Commissioner of Education • Increments withheld for predominantly disciplinary reasons may be submitted to binding arbitration 		
Appeal mechanisms for noncertificated staff <ul style="list-style-type: none"> • binding arbitration for withholdings of noncertificated staff's withholding based predominantly on evaluative reasons 	M	<i>Randolph Twp.</i> , App. Div. Docket No. A-2541-98T3, cert. den. 6/7/2000
Decision to withhold	N	<i>Bernards Twp.</i> , 79 N.J. 311 (1979)
Criteria for granting/withholding for teaching staff members, which do not conflict with statutes	N	<i>West Windsor-Plainsboro</i> , PERC No. 97-128, 23 NJPER 28140
Restoration of previously withheld increment	N	<i>Rockaway Twp.</i> , PERC No. 94-46, 19 NJPER 24276
Procedures for teaching staff which contravene statute or regulation or which interfere with managerial prerogatives	N	<i>Upper Saddle River, supra.</i> ; <i>Greater Egg Harbor, supra.</i>
Procedures for teaching staff not contravened by statute or regulation and not impinging on managerial prerogative. For example: <ul style="list-style-type: none"> • notice of evaluation results • statement of reasons • opportunity for board hearing • notification of recommendation to withhold • clause permitting withholding to be grieved but not to binding arbitration 	M	<i>Greater Egg Harbor</i> , PERC No. 88-37, 13 NJPER 18312; <i>Upper Saddle River</i> , PERC No. 88-58, 14 NJPER 19025
Procedures for non-teaching staff members	M	<i>Bernardsville</i> , PERC No. 86-47, 11 NJPER 16237; <i>East Brunswick</i> , App. Div. Dkt. No. 5569-8356, March 14, 1985, cert. den. 101 N.J. 280 (1985)
WORKDAY Length of <i>See also Hours of Work</i>	M	<i>Galloway</i> , PERC No. 77-3, 2 NJPER 254, aff'd 157 N.J. Super. 74 (App. Div. 1978)
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		

TOPIC	NEGOTIABILITY STATUS	PERC/COURT CASE CITES
WORK LOAD (<i>distinguished from managerial prerogative to assign</i>)		
• Decision to implement block scheduling	N	<i>South Brunswick</i> , PERC No. 97-117, 23 NJPER 28114; <i>Jersey City</i> , PERC No. 97-151, 23 NJPER 28182
• Impact of decision to implement block scheduling	M	<i>South Brunswick</i> , PERC No. 97-117, 23 NJPER 28114; <i>Jersey City</i> , PERC No. 97-151, 23 NJPER 28182
Number of classes taught	M	<i>Buena Regional</i> , PERC No. 79-63, 5 NJPER 10072
Teacher-pupil contact time	M	<i>Kingwood</i> , PERC No. 85-94, 11 NJPER 16084
Number of nonteaching duties	M	<i>Wanaque</i> , PERC No. 82-54, 8 NJPER 13011; <i>Fair Lawn</i> , PERC No. 79-44, 5 NJPER 10032, aff'd App. Div. (Dec. 1979)
Number of student supervisory duties	M	<i>Bayonne</i> , PERC No. 80-58, 5 NJPER 10255, aff'd App. Div. (11/3/80) cert. den. 87 N.J. 310 (1981)
Number of teacher academic preparations <i>See also:</i> <i>Class Size</i> <i>Extracurricular Activities</i> <i>Preparation Periods</i> <i>Assignments</i>	M	<i>Ramsey</i> , PERC No. 85-119, 11 NJPER 16133, aff'd App. Div. Dkt. No. A-4836-84T1 (2/6/86)
WORKSHOPS AND AFTER-SCHOOL MEETINGS For teachers, assignment to	M	<i>Carteret</i> , PERC No. 80-30, 5 NJPER 10205, aff'd App. Div. (11/10/80)
WORK YEAR Length of	M	<i>Old Tappan</i> , PERC No. 80-74, 5 NJPER 10286
Decision to reduce	M	<i>Piscataway</i> , 164 N.J. Super. 98 (App. Div. 1978)
ZIPPER CLAUSE ("Fully bargained" clause)	M	<i>City of Jersey City</i> , PERC No. 84-24, 9 NJPER 14249
Negotiability Status: M = Mandatorily negotiable N = Nonnegotiable * = In addition to being nonnegotiable, this topic is illegal to have in policy or in practice		